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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA,
SOUTHERN DIVISION

COMMERCIAL COPY INNOVATIONS,
INC.,

Plaintiff,

vs.

LEXMARK INTERNATIONAL, INC.,

Defendant.

CASE NO. _SA CV 17-1149_____

**ORIGINAL COMPLAINT FOR
PATENT INFRINGEMENT**

JURY TRIAL DEMANDED

1 Plaintiff COMMERCIAL COPY INNOVATIONS, INC. files this Original Complaint
2 against Defendant LEXMARK INTERNATIONAL, INC. alleging as follows:

3 **I. THE PARTIES**

4 1. COMMERCIAL COPY INNOVATIONS, INC. ("Plaintiff" or "CCI") is a
5 corporation organized and existing under the laws of the State of Delaware, with a principal
6 place of business at 600 Anton Boulevard, Suite 1350, Costa Mesa, California 92626, within the
7 Central District of California.

8 2. Defendant LEXMARK INTERNATIONAL, INC. ("Lexmark") is a corporation
9 organized and existing under the laws of the State of Delaware, with a principal place of business
10 at 740 West New Circle Road, Lexington, KY 40550. Lexmark may be served with process by
11 serving Corporation Service Company, 2710 Gateway Oaks Drive, Suite 150N, Sacramento,
12 California, 95833.

13 **II. JURISDICTION AND VENUE**

14 3. This is an action for infringement of several United States patents. Federal
15 question jurisdiction is conferred to this Court over such action under 28 U.S.C. §§ 1331 and
16 1338(a).

17 4. Lexmark maintains an established and regular place of business within the Central
18 District of California, Southern Division. Lexmark operates a sales office for business channel
19 and OEM sales of its products, including the Accused Products as described herein, located at
20 2211 Michelson Drive, Irvine, California 92612.

21 5. In addition, Lexmark provides to prospective customers, via its website at
22 https://www.lexmark.com/en_us/products/hardware/dealer-locator.html, a listing of authorized
23 dealers selling Lexmark products which is searchable by location. Lexmark has at least eight
24 authorized dealers within Orange County, California, alone, selling Lexmark products, including
25 the Accused Products described herein.

26 6. These offers for sale and sales of Accused Products made by or on behalf of
27 Lexmark within this District comprise infringing actions giving rise to the claims of patent
28 infringement alleged herein.

1 7. Upon information and belief, Lexmark had sufficient minimum contacts with the
2 Central District of California, Southern Division such that this venue is fair and reasonable.
3 Defendant has committed such purposeful acts and/or transactions in this District that they
4 reasonably should know and expect that they could be haled into this Court as a consequence of
5 such activity. Lexmark has transacted and, at the time of the filing of this Complaint, continues
6 to transact business within the Central District of California, Southern Division.

7 8. Upon information and belief, Lexmark uses, offers for sale, sells, and/or
8 purchases printer and toner products in the Central District of California, Southern Division.
9 Lexmark directly and/or through its distribution network comprising the Lexmark website, sales
10 offices, and authorized dealers, places infringing products or systems within the stream of
11 commerce, directed at this district with the knowledge and/or understanding that those products
12 will be sold and/or used in the Central District of California, Southern Division.

13 9. For these reasons, personal jurisdiction exists and venue is proper in this Court
14 under 28 U.S.C. §§ 1391(b) and (c) and 28 U.S.C. § 1400(b).

15 **III. BACKGROUND AND FACTS**

16 10. CCI has acquired all rights and title in and to U.S. Patents Nos. 6,197,466 (“the
17 ‘466 Patent”) and 6,453,127 (“the ‘127 Patent”) from the Eastman Kodak Company (“Kodak”)
18 for the purpose of enforcing the rights embodied therein. These patents are sometimes referred
19 to collectively, hereinafter, as “the Asserted Patents” and each was developed by Kodak as part
20 of Kodak’s research and development activities performed in furtherance of Kodak’s design,
21 manufacture, and selling of printers and printing accessories and devices.

22 11. Kodak is a world-renowned U.S.-based company, founded in 1888, which has
23 been an industry leader in the design and manufacture of cameras and film, digital imaging
24 devices, printers, ink, toner, and related devices. Over the nearly 130 years that Kodak has been
25 in business, Kodak has developed many valuable innovations in the photographic, imaging, and
26 printing industries which led to the issuance of thousands of patents, including the Asserted
27 Patents. Many of these innovations were directly developed by engineers and scientists working
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1 at Kodak Research Laboratories as part of Kodak's continuous work to advance photography,
2 imaging, and printing technology.

3 12. Lexmark is one of the largest manufactures and sellers of office equipment
4 including printers and toner, among other related products, in the world. Lexmark makes, uses,
5 imports, offers for sale, and sells its office equipment products, including printers implemented
6 with Lexmark's Remote Operator Panel (referred to, collectively, as "Lexmark Printers").
7 Additionally, Lexmark makes, uses, imports, offers for sale, and sells electrophotographic toner
8 ("Lexmark Toner") for use with laser printers and copiers to customers, consumers, businesses,
9 and end users of the products. These Lexmark Printers and Lexmark Toner products are
10 sometimes referred to, collectively, as the "Accused Products."

11 13. Lexmark uses, offers for sale, and/or sells the Accused Products within the
12 Central District of California, Southern Division, at its Irvine, California sales office and via
13 Lexmark's website at <https://www.lexmark.com/>. Further, via its website, Lexmark directs
14 customers to both online retailers and Authorized Dealers within this District selling the Accused
15 Products.

16 **IV. PATENT INFRINGEMENT**

17 **U.S. Patent No. 6,197,466 B1**

18 14. CCI repeats and realleges all preceding paragraphs of this Complaint, as though
19 fully set forth herein.

20 15. On March 6, 2001, United States Patent No. 6,197,466 B1 ("the '466 Patent") was
21 duly and legally issued for an "Electrophotographic Toner Surface Treated with metal Oxide."
22 The '466 Patent remains in force as of the filing of this Complaint. A true and correct copy of
23 the '466 Patent is attached hereto as Exhibit "A" and made a part hereof.

24 16. CCI is the owner of all right and title in the '466 Patent, including all rights to
25 enforce and prosecute action for infringement of the '466 Patent and to collect damages for all
26 relevant times against infringers of the '466 Patent. Accordingly, CCI possesses the exclusive
27 right and standing to prosecute the present action for infringement of the '466 Patent by
28 Defendant.

1 17. The '466 Patent generally discloses and claims toners comprising particles treated
2 with metal oxides. Metal oxides, such as titanium dioxide, silicon dioxide, or a combination
3 thereof, are mixed with the toner particles in a manner causing embedment of metal oxide
4 particles below the surface of toner particles. The resulting toner composition may exhibit more
5 stable triboelectric charging and may, therefore, improve image quality in electrophotographic
6 printing operations.

7 18. Without authority, consent, right, or license, and in direct infringement of the '466
8 Patent, Lexmark markets, uses, sells, offers for sale, manufactures, has manufactured, makes, has
9 made, imports, and/or has imported systems or products which directly infringes at least Claim 9
10 of the '466 Patent. By way of example, Lexmark make, uses, and sells the Lexmark Toner,
11 including at least Lexmark 24015SA Black Toner used by the Lexmark E230, E232, E234,
12 E240, E330, E332, E340, E342 printers, which infringes at least Claim 9 of the '466 Patent.

13 19. Lexmark Toner is usable with Lexmark laser printer and copier products to
14 accommodate electrophotographic printing. The Lexmark Toner comprises an
15 electrophotographic toner composition and is described as such in, at least, Lexmark's product
16 specification.

17 20. Lexmark Toner comprises toner particles as well as metal oxide particles
18 dispersed within the toner particles. The metal oxide content of Lexmark Toner is between 0.1
19 to 5.0 weight percent of the toner composition and consists of silicon and/or titanium oxides. By
20 way of example, a sample of Lexmark Toner collected from a cartridge of Lexmark 24015SA
21 Black Toner, was analyzed inductively coupled plasma mass spectrometry analysis and was
22 found to comprise about 0.57% by weight, collectively, titanium oxide and silicon oxides. These
23 results are believed to be representative of all Lexmark Toner products.

24 21. At least a portion of the metal oxide particles comprising titanium dioxide, silicon
25 dioxide, or mixtures thereof, within the Lexmark Toner are embedded below the surface of the
26 toner particles. By way of example, using the sample of Lexmark 24015SA Black Toner, several
27 such metal oxide particles were found embedded below the surfaces of toner particles via use of
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1 HAADF STEM tomography imaging and energy-dispersive X-ray spectroscopy analysis. These
2 results are believed to be representative of all Lexmark Toner products.

3 22. CCI expressly reserves the right to assert additional claims of the '466 Patent
4 against Lexmark.

5 23. CCI has been damaged as a result of the infringing conduct of Lexmark.
6 Lexmark is, thus, liable to CCI in an amount that adequately compensates for their infringement,
7 which, by law, cannot be less than a reasonable royalty, together with interest and costs as fixed
8 by this Court under 35 U.S.C. § 284.

9 24. Based on Lexmark's respective objective recklessness, CCI is further entitled to
10 enhanced damages under 35 U.S.C. § 284.

11 **V. PATENT INFRINGEMENT**

12 **U.S. Patent No. 6,453,127 B2**

13 25. CCI repeats and realleges all preceding paragraphs of this Complaint, as though
14 fully set forth herein.

15 26. On September 17, 2002, United States Patent No. 6,453,127 B2 ("the '127
16 Patent") was duly and legally issued for an "Establishment at a Remote Location of an
17 Internet/Intranet User Interface to a Copier/Printer." The '127 remains in force as of the filing of
18 this Complaint. A true and correct copy of the '127 Patent is attached hereto as Exhibit "B" and
19 made a part hereof.

20 27. CCI is the owner of all right and title in the '127 Patent, including all rights to
21 enforce and prosecute action for infringement of the '127 Patent and to collect damages for all
22 relevant times against infringers of the '127 Patent. Accordingly, CCI possesses the exclusive
23 right and standing to prosecute the present action for infringement of the '127 Patent by
24 Defendant.

25 28. The '127 Patent generally discloses and claims printing apparatuses configurable
26 to operate in response to instructions provided by remote users. Remote users interface with the
27 printing apparatus using remote computers to configure and command its marking engine via a
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1 network web server and downloadable software. An applet provides a printer interface display
2 screen on a remote computer viewable by the remote users of the printing apparatus.

3 29. Without authority, consent, right, or license, and in direct infringement of the '127
4 Patent, Lexmark markets, uses, sells, offers for sale, manufactures, has manufactured, makes, has
5 made, imports, and/or has imported Lexmark Printers that directly infringe at least claim 1 of the
6 '127 Patent.

7 30. Lexmark Printers are implemented with a Remote Operator Panel utility which
8 accommodates access by remote users to provide configuration and operating instructions to the
9 Lexmark Printers via a web browser. Use of the Remote Operator Panel allows remote users to
10 interface with the marking engines of the Lexmark Printers to view one or more statuses of the
11 Lexmark Printers, as well as to configure and command operation of the Lexmark Printers.
12 Upon information and belief, the Remote Operator Panel is found on all recent and current
13 Lexmark model printers. By way of example, this includes at least Lexmark's C740, C790,
14 C925, C950, C4150, CS310, CS510, CS720, CS725, CS820, CX510, CX725, CX820, CX825,
15 CX860, MS510, MS610, MS710, MS810, MS910, MX410, MX510, MX611, MX710, MX810,
16 MX910, X740, X790, X925, X950 series printers.

17 31. The Lexmark Printers include a web server accessible via a web browser upon
18 entry of an IP address or host name of a Lexmark Printer in the web browser. Remote users can
19 monitor the status of the Lexmark Printer and associated print jobs, configure one or more print
20 settings of the Lexmark Printer, and initiate/cancel printing operations over a network using the
21 Remote Operator Panel utility accessing the web server of the Lexmark Printer. The Remote
22 Operator Panel utility operates as an applet using Java programming language.

23 32. The Lexmark Printers are implemented with a memory storing document files and
24 print job statuses which can be accessed from a control panel, or local user interface, of the
25 Lexmark Printers or via the Remote Operator Panel utility to view their status or print the
26 documents, among other operations.

27 33. CCI expressly reserves the right to assert additional claims of the '127 Patent
28 against Lexmark in relation to the Lexmark Printers, as well as other products of Lexmark.

34. CCI has been damaged as a result of Lexmark's infringing conduct. Lexmark is, thus, liable to CCI in an amount that adequately compensates for their infringement, which, by law, cannot be less than a reasonable royalty, together with interest and costs as fixed by this Court under 35 U.S.C. § 284.

35. Based on Lexmark's objective recklessness, CCI is further entitled to enhanced damages under 35 U.S.C. § 284.

VI. JURY DEMAND

36. Plaintiff hereby requests a trial by jury pursuant to Rule 38 of the Federal Rules of Civil Procedure.

VII. PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that the Court find in its favor and against Defendant, and that the Court grant Plaintiff the following relief:

- a. Judgment that one or more claims of the Asserted Patents have been directly infringed, either literally or under the doctrine of equivalents, by Defendant, or judgment that one or more of the claims of the Asserted Patents have been directly infringed by others and indirectly infringed by Defendant, to the extent Defendant contributed to or induced such direct infringement by others;
- b. Judgment that Defendant account for and pay to Plaintiff all damages to and costs incurred by Plaintiff because of Defendant's infringing activities and other conduct complained of herein, including enhanced damages as permitted by 35 U.S.C. § 284;
- c. That Plaintiff be granted pre-judgment and post-judgment interest on the damages caused by Defendant's infringing activities and other conduct complained of herein;
- d. That the Court declare this an exceptional case and award Plaintiff its reasonable attorney's fees and costs in accordance with 35 U.S.C. § 285; and

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1 e. That Plaintiff be granted such other and further relief as the Court may deem just
2 and proper under the circumstances.

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4 DATED: July 6, 2017

/s/ H.H. (Shashi) Kewalramani

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